

RULES AND REGULATIONS

40 Danbury Road, Wilton, Connecticut

1. Use of Common Areas. Tenant's use of the Common Areas shall be limited to access and parking purposes. Under no circumstances shall Tenant be permitted to store any goods or equipment, conduct any operations or construct or place any improvements, barriers or obstructions in the Common Areas, or otherwise adversely affect the appearance thereof. Tenant shall not obstruct any sidewalks, halls, passages, exits, entrances, elevators, lobbies and stairways of the Building, and tenants shall not use any of the same for any purpose other than for ingress to and egress from their respective Premises. Tenant shall not store any property outside the Premises. Outside catering in the common areas including food trucks are not allowed on the property during the day. Please contact Management for after hours requests to use outside vendors in the the common areas.

2. Parking Vehicles. Tenant shall comply with such rules and regulations governing parking as may be promulgated from time to time by Landlord and its Managing Agent, including, without limitation, rules and regulations requiring the parking of vehicles in designated spaces or areas or regarding the exclusion of other spaces or areas. Tenant shall not store vehicles for extended periods of time in the parking garage. Tenant shall comply with Landlord's system of using parking identification tags, if applicable.

3. Building Security. All visitors entering and/or leaving the Building may be required to sign a register. Landlord will notify each tenant if Landlord elects to institute a pass system outside of Normal Business Hours and, in such case, Tenant shall comply with Landlord's pass system. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the Rules and Regulations of the Building.

4. Building Personnel. The requirements of Tenant will be attended to only upon application at or call to the management office of the Property. Property personnel shall not perform any work or do anything outside of their regular duties, unless under special instructions from the office of the Landlord.

5. Building Deliveries. During the moving or delivery of receipt of safes, freight, furniture, packages, boxes, crates, paper, office material, or any other item, Tenant shall use and shall cause its employees and contractors and any others making deliveries to the Premises or dispatch from the Premises to use hand trucks equipped with rubber tires, side guards and such other safeguards as Landlord shall reasonably require. Hand trucks shall not be used in passenger elevators, and passenger elevators shall not be used for moving, delivery or receipt of the aforementioned articles. Landlord reserves the right to inspect all safes, freight or other bulky articles to be brought into the Building and to exclude from the Building all safes, freight or other bulky articles which violate any of these Rules and Regulations or the lease of which these Rules and Regulations are a part.

6. Moving Restrictions. All freight, furniture, trade fixtures and personal property must be received and delivered through entrances to the Building designated for such purpose unless otherwise authorized by the Landlord, and only during such hours and in such elevators as Landlord may reasonably determine from time to time. Movement in and out of the Building of furniture or office equipment, or dispatch or receipt by Tenant of any merchandise or material which requires the use of elevators or stairways, or movement through the building entrances or lobby, shall be restricted to the hours designated by Landlord from time to time. All such movement shall be as approved by Landlord in a pre-arranged manner to be agreed upon between Tenant and Landlord. Such pre-arrangement shall include the time, method, and routing of movement. Tenant expressly assumes all risk or damage to any and all articles moved, as well as injury to any person or persons and equipment, property and personnel of Landlord.

7. Right to Inspect. The Landlord, its agents and employees shall have access at reasonable times to perform their duties in the maintenance and operation of the Premises. Landlord reserves the right to inspect all objects and matter to be brought into the Building and to exclude from the Building all objects and matter which violate any of these Rules and Regulations or the Lease. Landlord may require any person leaving the Building with any package or other object or matter to submit a pass, listing such package or object or matter, from the tenant from whose premises the package or object or matter is being removed; however, the establishment and enforcement of such requirement shall not impose any responsibility on Landlord for the protection of any tenant against the removal of property from the premises of such tenant. Landlord shall not be liable to Tenant for damages or loss arising from the admission, exclusion or ejection of any person to or from the Premises or the Building under the provisions of this Rule or the following Rule.

8. Floor Load. Tenant shall not place a load upon any floor in the Premises exceeding the floor load per square foot of area which such floor was designed to carry and which is allowed by law. Landlord reserves the right to reasonably impose the weight and position of all business machines and mechanical equipment, including safes, which shall be placed so as to distribute the weight. Business machines and mechanical equipment shall be placed and maintained by Tenant at Tenant's expense in settings sufficient, in Landlord's reasonable judgment, to absorb and prevent vibration, noise and annoyance. Tenant shall not move any safe, heavy machinery, heavy equipment, freight, bulky matter or fixtures into or out of the Building without Landlord's prior consent. If such safe, machinery, equipment, freight, bulky matter or fixtures requires special handling, Tenant agrees to employ only persons holding a Master Rigger's License to do said work, and that all work in connection therewith shall comply with applicable laws and regulations.

9. Signage. No sign or signs shall be allowed in any form on the exterior of the Building or on any window or windows inside or outside of the Building. No sign or signs, except in uniform location and uniform style, fixed by Landlord, will be permitted in the public corridors or on corridor doors or entrance to Tenant's space. All signs shall be constructed by Landlord at the rate fixed by Landlord from time to time. Tenant will be billed and pay for such service upon demand. Prior written consent from Landlord for any such Tenant sign or signs is required.

10. Advertising. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant on any part of the outside or inside of the Premises or of the Building without the prior written consent of Landlord. The Landlord shall have the right to prohibit any advertising by any Tenant, which, in its opinion, tends to impair the reputation of the Building or its desirability as a building for offices for financial, insurance and other institutions and businesses of like nature, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising. Tenant shall not use the name of the Property for any purpose other than as the address of the business to be conducted by Tenant in the Premises, nor shall Tenant use any picture of the Property in its advertising, stationery or in any other manner without the prior written permission of Landlord. Landlord expressly reserves the right at any time to change said name without being liable to Tenant therefor.

11. No Interference with Building Services. Tenant shall not take or permit any action which would impair or interfere with any of the Building services or the proper and economic heating, cleaning, air conditioning or other servicing of the Building or the Premises, or impair or interfere with or tend to impair or interfere with the use of any of the other areas of the Building by occasion or discomfort, annoyance or inconvenience to, Landlord or any other tenants or occupants of the Building. Tenant shall cooperate with Landlord in obtaining maximum effectiveness of the cooling system and if requested by Landlord shall lower and close drapes and curtains and blinds when the sun's rays fall directly on the windows of the Premises. The Landlord or his agent should be notified at once of any trouble with heating, lighting or plumbing fixtures.

12. Tenant's Contractors. Tenant will refer all contractors, contractor's representatives and installation technicians rendering any service for Tenant to Landlord for Landlord's approval before performance of any such contractual services. This shall apply to all work performed in the Building including the installation of telephones, telegraph equipment, electrical services and attachments, and the installations of any and every nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Building. None of this work will be done by Tenant without Landlord's prior written approval.

13. Tenant Locks and Premises Security. No additional locks, bolts or mail slots of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any change be made in existing locks or the mechanism thereof. Tenant, at its sole expense, may install a card key system, which must be in full compliance with all other provisions of the Lease, and Tenant will provide Landlord with all access cards necessary to fully exercise all of its entry rights under the Lease with respect to the Premises and to perform its duties including monthly and other periodic cleaning as required by the Lease. Tenant must lock all of its doors to the Premises at the end of its business hours. Tenant must, upon the termination of the tenancy, restore to Landlord all Building access cards and keys of stores, offices and rest rooms either furnished to or otherwise procured by Tenant and, in the event of the loss of any keys so furnished, Tenant shall pay to Landlord the cost thereof.

14. No Obstructions. The sashes, sash doors, skylights, windows, and doors that reflect or admit light or air into the halls, passageways or other public places in the Property shall not be covered or obstructed by Tenant, nor shall any bottles, parcels, or other articles be placed on the window sills, or in the public portions of the Property. No curtains, blinds, shades, drapes or screens shall be attached to or hung in, or used in connection with any window or door of the Premises except "Building Standard" items. All electrical fixtures hung in offices or spaces along the perimeter of the Premises must be fluorescent, of a quality, type, design, bulb color, size and general appearance approved by Landlord.

15. No Alterations. Tenant shall not change (whether by alteration, replacement, rebuilding or otherwise) the exterior color and/or architectural treatment of the Premises or of the Building in which the same are located, or any part thereof. Tenant shall not install any awnings or curtains, blinds, shades or screens in, on or outside the Premises which are visible to public view outside the Premises.

16. Fire Hazards. Neither Tenant nor any of Tenant Parties shall at any time bring or keep upon the Premises or in the Building or the Property any flammable, combustible or explosive fluid, chemical or substance, including candles and live holiday trees. Tenant shall not place, install or operate in the Premises or in any part of the Building, any engine, stove, electric space heater or machinery. Tenant shall not conduct mechanical operations, cook or place or use in or about the Premises or Building any explosives, gasoline, propane, kerosene, oil, acids, caustics, or any other flammable, explosive or hazardous material. Tenant may use microwave ovens, coffee makers and refrigerators within the Premises.

17. Waste Handling and Disposal. Tenant agrees to handle and dispose of all rubbish, garbage, and waste from Tenant's operations in accordance with regulations established by Landlord, and Tenant shall comply with Landlord's recycling programs. Tenant shall not permit the accumulation or burning of any rubbish or garbage in or about any part of the Building. Any permitted corrosive, flammable or other special wastes shall be handled for disposal as directed by Landlord and strictly in accordance with all applicable law.

18. Wiring and Cabling. Landlord will direct Tenant as to where and how telephone, video, telecommunications, internet and data wiring and cabling are to be placed in the Building and Premises. Tenant shall not paint, mark, drill into or in any way deface the walls, ceilings, partitions, floors, woodwork, stonework or ironwork or any part of the Premises, the Building or

the Property. No boring or cutting shall be permitted, except with the prior written consent of Landlord, within specified hours and as Landlord may direct.

19. Roof Access. Neither Tenant nor the employees or invitees of Tenant shall access the roof of the Building or any of the mechanical, telephone, telecommunication or equipment rooms in the Building.

20. Vending Machines. Tenant agrees not to install food or drink, vending machines or any other food service equipment except for servicing Tenant's employees only and not for sale or use by or to the general public.

21. Permits. If any governmental license, permit or registration shall be required for the property and lawful conduct of Tenant's business in the Premises, or any part thereof, and if failure to secure such license or permit would in any way affect Landlord, then Tenant, at its expense, shall duly procure and thereafter maintain such license, permit or registration and submit the same inspection by Landlord. Tenant shall at all times comply with the terms and conditions of each such license, permit or registration and failure to procure and maintain same by Tenant shall not affect Tenant's obligations hereunder.

22. Plumbing System. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, garbage or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures by Tenant shall be borne by Tenant to the extent that Tenant or Tenant's agents, servants, employees, contractors, visitors, or licensees shall have caused the same.

23. Electrical Systems. Tenant shall not install, operate or maintain in the Premises any electrical equipment which will overload the electrical system therein, or any part thereof, beyond its reasonable capacity for proper and safe operation as determined by Landlord in light of the overall system and requirements therefor in the Building, or which does not bear underwriters' approval. No air-conditioning unit or system, generator or other apparatus shall be installed or used without Landlord's prior written consent.

24. Cleaning Services. Tenant shall not permit window-cleaning or other exterior maintenance and janitorial services in and for the Premises to be performed except by such person(s) as shall be approved by Landlord and except during reasonable hours designated for such purposes by Landlord.

25. Pest Extermination Expenses. If the Premises is or becomes infested with vermin as a result of the use or any misuse or neglect of the Premises by Tenant, its agents, servants, employees, contractors, visitors, or licensees, Tenant shall forthwith, at Tenant's expense, cause the same to be exterminated from time to time to the satisfaction of Landlord and shall employ such licensed exterminators as shall be approved in writing in advance by Landlord.

26. Third Party Services. Tenant shall not purchase spring water, towels, janitorial or maintenance or other like services from any company or persons not reasonably approved by Landlord. Landlord shall approve a sufficient number of sources of such service to provide Tenant with a reasonable selection, but only in such instances and to such extent as Landlord in its judgment shall consider consistent with security and proper operation of the Property.

27. Union Labor. Tenant shall not contract for any work or service which might involve the employment of labor incompatible with the Building employees or employees of contractors doing work or performing services by or on behalf of Landlord or with the terms and conditions of any collective bargaining agreement to which Landlord or Landlord's agents or contractors may be a party.

28. Animals. Tenant shall not bring in, keep or permit to be brought in or kept, any animals, fish or birds at the Premises or the Building, nor shall Tenant install any aquarium or similar water-containing device at the Premises.

29. Bicycles. Tenant shall not permit any bicycles, motorcycles, mopeds or other vehicles to be brought in or kept in or about the Premises or the Building. All bicycles and other motorized vehicles shall be parked in areas designated by Landlord at the Building.

30. Lost Property. Landlord will not be responsible for any lost or stolen property, equipment, money or jewelry from the Premises or public rooms regardless of whether such loss occurs when the item is locked against entry.

31. Noise. Tenant shall not make, or permit to be made, any unseemly or disturbing noises or interfere with occupants of the Property or neighboring buildings or premises or those having business with them. Tenant shall not throw anything out of the doors, windows or skylights or down the passageways.

32. No Soliciting. Tenant shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate to prevent same.

33. Prohibited Uses. Tenant shall not occupy or permit any portion of the Premises to be occupied as an office that is not generally consistent with the character and nature of an ordinary desk-type office. Tenant shall not permit any portion of the Premises to be used (a) as an office for a public stenographer or public typist, or (b) for sale to the general public of beer, wine, liquor, or drugs; (c) for rendition of medical, dental or other diagnostic or therapeutic services; (d) as a barber, beauty or manicure shop; (e) as an employment agency or labor office; (f) as a dance or music studio or as a school; (g) as a radio or television or recording studio, theater or exhibition hall; (h) as a restaurant or bar; (i) for lodging, sleeping or any immoral purpose; (j) for the preparation, dispensing or consumption of food and beverages (except the use of the pantry/kitchenette by Tenant's employees); (k) for manufacturing, for the storage or warehousing of merchandise; (l) for sale at retail or auction of merchandise, goods or property of any kind, except for promotional purposes, or (m) for manufacturing, printing or electronic data processing, except for the operation of normal business office reproducing or printing equipment and other business machines for Tenant's own requirements at the Premises; provided, that, such use shall not exceed that portion of the mechanical or electrical capabilities of the Building equipment allocable to the Premises.

34. Additional Rules. Landlord reserves the right to make such other and further reasonable rules and regulations as in Landlord's judgment may from time to time be necessary for the safety, care and cleanliness of the Premises or the Building, or the Property, and for the preservation of good order therein. Any such other or further rules and regulations shall be binding upon Tenant with the same force and effect as if they had been inserted herein at the time of the execution hereof.

35. No-Smoking. 40 Danbury Road intends to minimize the exposure of building occupants, indoor surfaces and ventilation air distribution systems to Environmental Tobacco Smoke. Consistent with the LEED Core & Shell Prerequisite EQp2 and the requirements of Connecticut State Law, we are advising all our tenants, visitors, employees and service providers to observe the following no-smoking policy:

- Smoking will be prohibited in all enclosed common areas, including but not limited to the lobby, corridors, cafeteria, elevators, stairs and restrooms.

- Smoking will be prohibited in all outdoor areas, except for designated smoking areas. These areas will be located more than 25 feet from any entrance, operable window or air intake.
- Building management will inform employees of the no-smoking policy.
- Commercial tenants will inform their employees of the no-smoking policy.
- Cafeteria management will inform employees and customers of the no-smoking policy.

End Rules & Regulations 6.20.08